CITY OF WILKES-BARRE

PENNSYLVANIA

CITY COUNCIL AGENDA

CITY COUNCIL

MAY 10, 2018

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA (RESOLUTIONS

PRESENTATIONS BY COUNCIL MEMBERS

PUBLIC DISCUSSION

ADJOURNMENT

CITY COUNCIL
MAY 10, 2018

CONSENT AGENDA (RESOLUTIONS)

Authorizing the proper city officials to sign any and all necessary documents related to a Software and Services Agreement with Kelley Ryan Parking.

Appointment members to the Board of Health.

Authorizing the proper city officials to enter into an agreement in the amount of $447,000 with the Pennsylvania Department of Health to provide primary and preventative maternal, infant and child health services.

Authorizing the proper city officials to sign any and all necessary documents related to awarding the contract to the lowest responsible bidder, A.R. Popple, in the amount of $19,000 for the CDBG Demolition (121-123 Academy Street, Academy Street Market).

Authorizing the proper city officials to sign any and all necessary documents related to awarding the contract to the lowest responsible bidder, for Phase One of the Solomon Creek project.

Authorizing the proper city officials to enter into an agreement with the Pennsylvania Department of Transportation for the installation and upgrade of a Pedestrian Signal at the intersection of South and South Main Street and South Main Street and Northampton Street. These signals will be installed and upgraded at no cost to the City of Wilkes-Barre.

MINUTES

Of the Public Hearing of City Council of April 24, 2018.

Of the Regular Session of City Council of April 12, 2018.

Of the Planning Commission of April 18, 2018.

Resolution No._____

*Wilkes-Barre, Pa.*_____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

THAT the proper city officials are hereby authorized to sign any and all necessary documents related to a Software & Services Agreement with Kelley Ryan Parking.

Submitted by _____

ROLL CALL

RESOLUTIONS

YEAS   NAYS

SOFTWARE & SERVICES AGREEMENT

Kelley Ryan Parking
3 Rosenfeld Drive
Hopedale, MA 01747

&

City of Wilkes-Barre
40 East Market Street
Wilkes-Barre, PA 18711

AGREEMENT

This Agreement is made this _____ 2018 by and between Company Parking, a Massachusetts limited liability company having a principal place of business at 3 Rosenfeld Drive, Hopedale, MA 01747 (Hereinafter "Company") and the City of Wilkes-Barre, having its principal offices located at 40 East Market Street, Wilkes-Barre, PA 18711 (Hereinafter "Client").

WITNESSETH:

WHEREAS, Company is the inventor and exclusive owner of a municipal software applications technology and the intellectual property rights, including design know-how, and any enhancements and/or modifications thereto (collectively, the "Software"), and is in the business of providing the Software, Hardware and Services to municipalities,

WHEREAS, Client is a Pennsylvania municipality in need of said Software and Services to conduct business,

NOW THEREFORE, in consideration of the promises and mutual covenants and conditions contained herein, the parties agree as follows:

1. Company shall furnish the Software, Hardware and related Services as described in this Agreement and Client shall pay to Company the fees for the Software, Hardware and related Services set forth in this Agreement.

2. This agreement consists of this cover page and the following Sections and Exhibits:

> License Agreement
> General Terms & Conditions
> Exhibit B: Obligations of Company
> Exhibit C: Obligations of Client

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be duly executed on its behalf, on the date first indicated above.

Kelley Ryan Parking   City of Wilkes-Barre

_____   _____
Kevin R Adolph, Member   Date

                                                         _____
                                                         Printed Name, Title   Date

LICENSE AGREEMENT

1. Licensing of Software, Hardware and Services:

Company shall furnish the Software in a hosted environment, Hardware and Services as described in this Agreement and Client shall pay to Company the fees for Software, Hardware and Services set forth in this Agreement. Client's purchase of the license to use Company's Software is subject to the terms and conditions of said contract.

2. Commencement Date and Delivery:

The terms and conditions of this agreement hereunder shall commence on the date specified above with delivery and installation of the Software defined hereunder as a mutually agreed upon date which follows Client's appropriation of monies for said Software.

Proposed Implementation Timeline:

May 2018	Sign agreement
May 2018	Discovery meeting for specific details about the implementation
May 2018	Establish detailed timeline and milestones
May/June 2018	Install and train on software
May/June 2018	Go live
TBD	Launch campaign for parking debt collection
TBD	Initiate delinquent mailing campaign
TBD	Establish online payments
TBD	Install kiosk payment station

3. Term:

The initial term of this contract shall be for twelve (12) months from the start date that tickets are entered into the Software. This contract shall automatically renew for twelve (12) months at the end of this initial term absent written notice as described in Section 4 for a total of three (3) years.

4. Termination:

Client may terminate this agreement for any reason upon thirty 60 days advance written notice given to Company and thereupon this Agreement will terminate effective on the 60th day after service of such written notice (the "Effective Termination Date"). Payment shall be timely and fully made for all services rendered, and for which payment is outstanding, through the Effective Termination Date subject to the terms and conditions of this Agreement.

Company may terminate this Agreement immediately in the event Client fails, after 60 day's advance written notice, to pay any outstanding and overdue invoice hereunder, or Client is in breach of or default under any provision of this Agreement and has not cured such breach or default within 60 days after written notice from Company specifying such breach or default. Upon termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination. Upon termination, all property belonging to Company will be returned on or before the effective date of termination.

5. Description of Software:

Software provided by Company will be hosted and allow Client to use five (5) handheld devices provided by Company to electronically enter parking tickets into the K2 database being hosted in the cloud by Company. In addition, Company will allow tickets to be paid via counter collections, kiosk, online payments, lockbox and by mail.

During the term hereof, Client shall pay Company the fees and rates specified in Exhibit C for a license from Company to use the Software. Company shall provide the Software, Hardware and Services set forth in Exhibit B.

6. Payment:

Client will pay Company two (2) dollars per ticket entered into the Company system. Client will be invoiced and payment will be made based on the number of tickets entered per month. The rate was set based on the historical ticket rate of twenty thousand (20,000) per year. Client is obligated to enter at least 10,000 tickets or the above rate will be adjusted accordingly, compensation for tickets entered over 10,000 will remain at the above rate.

7. Limitation of Liability:

Company's warranties described herein are in lieu of all other warranties, expressed or implied, and including but not limited to, any implied warranty of fitness for a particular purpose. In no event, whether based in contract, tort (including negligence) or otherwise, shall Company be liable for; (1) punitive, exemplary or aggravated damages, (2) damages for lost revenue or profits, failure to realize expected savings, or loss of use or lack of availability of Client's resources, including without limitation, its computer facilities and any stored data, or (3) incidental, indirect, special or consequential damages under any circumstances whatsoever. Company shall not be liable for any claim or demand against Client by any third party. Client's remedies under this Agreement are limited to those remedies set forth in this Agreement. Any liability for direct damages arising hereunder shall not, in any event, exceed the amounts paid by Client to Company hereunder.

8. Warranty:

Company warrants that the software provided hereunder functions in accordance with Company's written representations to Client and that said software is fit for the purpose for which it's provided. If any failure or defect in the Software occurs, Company will repair or replace the failed or defective software as long as a current services agreement is in place, subject to the terms and conditions of the services agreement. No other warranties, expressed or implied are given hereunder.

9. Rights Granted:

Subject to the terms and conditions of this Agreement Company hereby grants to Client, and Client hereby accepts from Company a non-transferable and non-exclusive license to install and use the Software listed in Section 5 including any Modifications or Enhancements to the Software made during the term of this Agreement.

Client agrees that the rights granted to it hereunder do not extend to or include any enhancements to the Software not provided for under this Agreement.

10. Non-Disclosure of Software:

A. Grant of License. In consideration of this Agreement, Company grants to Client a non-exclusive right to use a copy of the Software specified in Section 5 above for the term of this Agreement.

B. Ownership of Software. At all times, Company retains title and ownership of the software regardless of the form or media in or on which the original or copies may exist. This Agreement is a license to use the software only. It is not a sale of the original or any copy thereof.

C. Copy Restrictions. Client may not reproduce the software, or any portion thereof, in any manner without Company's express, prior, written authorization given on each occasion. Unauthorized copying of the Software or of the written materials accompanying the Software is expressly prohibited. Client may make copies of the Software solely for backup purposes.

D. Use Restrictions. Client may not distribute copies of the Software or accompanying written or electronic material to others. Client may not modify, adapt or reverse engineer the Software.

E. Transfer Restrictions. The Software is licensed only to Client and may not be transferred to any third party without the prior written consent of Company. In no event may Client transfer or assign the Software on a temporary or permanent basis.

11. Proprietary Information:

A. Client's Right to Data. Except to the extent Client shall own all right, title and interest in and to all of Client's data and records created by Client using the Software and stored by the Software.

B. Restrictions. Except as specifically permitted in this Agreement, Client shall not directly or indirectly; (1) reverse engineer or otherwise try to discover any source code or underlying ideas or algorithms of the Software (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law), (2) encumber, sublicense, transfer, distribute or use the Software for the benefit of any third party (e.g., service bureau arrangement), (3) copy, create derivative works of or otherwise modify any Software, or (4) permit any third party to do so.

Company reserves all right, under its own control and at its own expense, to prosecute and maintain any of its own patents, trademarks, service marks or other registrations reasonably required to protect ownership of the Software, and to prosecute any third party infringement of the proprietary rights to the Software, or to defend the proprietary rights to the Software in any declaratory judgment action brought by a third party which alleges invalidity, unenforceability, or non-infringement of the proprietary rights to the Software.

Client shall assist Company as reasonably requested in taking any such action as allowed to protect Company's proprietary rights in and to the Software.

C. No Implied License. Except for the limited rights and license expressly granted hereunder, no other license or right is granted, no other use is permitted and Company (or its licensors and vendors, as the case may be) shall retain all right, title and interest in and to the Software and in-licensed code (including all intellectual property rights therein). Client agrees not to take any action inconsistent with such ownership.

D. Markings. Client shall not obscure, alter or remove any patent or other proprietary or legal notice affixed to or contained on or in any Software. (including without limitation, any on-screen notice).

E. Permitted Source Code Modification. Client may modify the Software Source Code solely for the purpose of generating customized reports and/or exports related to the financial or revenue status of Client. Company assumes no liability for any undesired outcome caused by Client as a result of any Source Code Modifications. Further, any other changes, additions, deletions, modifications, compilations or duplications for any other reason, or for no reason at all, to all Forms, Classes, Programs, Utilities, Images or Source Code are expressly prohibited without the written consent of Company.

12. Confidentiality:

A. Definition. The term "Confidential Information" means all trade secrets, know-how, the Software and other financial, business or technical information disclosed by or for a party in relation to this Agreement, but not including any information the receiving party can demonstrate is; (1) rightfully furnished to it without restriction by a third party without breach of any obligation to the disclosing party, (2) generally available to the public without breach of this Agreement, or (3) independently developed by it without reliance on such information.

All Software and pricing information is deemed to be Company's Confidential Information.

B. Confidentiality. Except for the specific rights granted by this Agreement, neither party shall use or disclose any of the other's Confidential Information without its written consent, and use reasonable care to protect the other's Confidential Information. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of this Agreement (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction, due diligence inquiry or governmental audit or inquiry.

13. User Authorization:

Company requires the authorizing body or officer within Client to designate in writing those users who are authorized to request Professional Services and/or modifications (as defined below) for Company's applications.

GENERAL TERMS & CONDITIONS

1. Risk of Loss and Damage:

Client assumes all risks of loss from fire or casualty, theft and/or the fault, negligence or intentional acts or conduct of persons other than that of the agents, representatives, and/or employees of Company.

2. Force Majeure:

A party shall not be considered in default due to any failure in performance of this Agreement in accordance with its terms, should such failure arise out of a cause beyond its reasonable control, including acts of nature, and without its fault or negligence, and provided such failure is caused solely by events of force majeure, and provided that such party has diligently acted to perform as the circumstances permit. Notwithstanding, time shall remain of the essence as to the party's obligations hereunder.

3. Surrender:

Company will grant inquiry and reporting functionality to Client should Client elect to retain the use of the Software upon the expiration or termination of this agreement. An annual Software support fee for inquiry and reporting functionality shall be assessed equal to ½ of the annual fee in effect upon expiration or termination of this agreement. Should Client elect to decline inquiry and reporting functionality upon the expiration or termination of this Agreement, Client shall immediately surrender the Software and Hardware, including but not limited to any and all copies or reproductions thereof, all documentation, handhelds, and kiosks to Company in good order and condition. All financial data converted for Client or entered by Client related to the intended use of the Software under the terms and conditions of this Agreement shall remain the property of Client.

4. Severability and Survival:

If any provision of this Agreement or any part thereof shall be held invalid or illegal, the remainder of this Agreement, or the remainder of such provision, shall remain in full force and effect.

5. Assignment:

Company retains full right, title and interest in and to the Software, including any and all Enhancements and/or Modifications thereto, and including the unconditional right to transfer its ownership of the Software, and/or to transfer or assign all of its rights and obligations under this Agreement.

6. Waiver:

Failure by a party to this Agreement to assert its rights under this Agreement shall not be deemed a waiver of any future rights under this Agreement.

7. Governing Law:

This Agreement shall be construed in accordance with, and governed by and enforced under the laws of the State of Pennsylvania.

8. Entire Agreement:

This Agreement represents the entire understanding of the parties hereto and supersedes all other agreements; oral or written, prior to, or contemporaneous with, express or implied, between the parties hereto with respect to the subject matter hereof.

9. Arbitration:

This agreement and any disputes arising out of or in connection with this agreement shall be decided in accordance with the rules of the American Arbitration Association. Any arbitration shall be held in Berks County Pennsylvania. The arbitrator may award attorney's fees and costs as part of any judgment. The award of the arbitrator shall be binding. It may be entered as a judgment in a court of competent jurisdiction.

10. Limitations of Actions:

No action at law, in equity or for arbitration regarding this Agreement may be brought more than one (1) calendar year after the date upon which the acts complained of shall have occurred.

11. Notice:

Unless otherwise specified herein, any notice required or contemplated by this Agreement shall be valid if delivered by First Class Mail or Overnight Courier as follows unless notified in writing of a change of address:

If to Company: If to Client:

Kevin Adolph   _____

Kelley Ryan Parking   _____

3 Rosenfeld Drive   _____

Hopedale, MA 01747   _____

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be duly executed on its behalf, on the date first indicated above.

Kelley Ryan Parking   City of Wilkes-Barre

_____   _____
Kevin R Adolph, Member   Date

                                                  _____
                                                  Printed Name, Title   Date

Software and Services Agreement
Kelley Ryan Parking and City of Wilkes-Barre
Exhibit B

OBLIGATIONS OF KELLEY RYAN PARKING

Kelley Ryan Parking will provide the following:

- A hosted software solution necessary to process parking tickets issued by the City.
- Five (5) hand held devices (HHD) including printers and all accessories. These handhelds will be the latest model in use by Kelley Ryan Parking at the time of the contract execution. Kelley Ryan Parking will maintain and repair these units as required to ensure they remain operational throughout the length of this contract. An additional handheld device and printer will also be provided as backup.
- Ticket stock for the HHDs will be provided by Kelley Ryan Parking.
- Kelley Ryan Parking will provide one (1) kiosk for all ticket payments in a location designated by the City.
- Kelley Ryan Parking will print and mail delinquent notices (postage reimbursed by City) after thirty (30) days, alerting the owner of their outstanding ticket.
- Kelley Ryan Parking will create an export/import for the purpose of transmitting records to and from PennDOT.
- Kelley Ryan Parking will provide customer support staff from 8:30am to 5:00pm Monday through Friday, to accept phone call inquiries and concerns that may arise in regards to the ticket and citation management system.
- Kelley Ryan Parking will install our K2 software certificates on City computers as necessary, and provide appropriate training, as well as training for all users of the HHD units.
- There will not be a charge to the City for technical support, training, and troubleshooting as necessary during the term of this contract.

Software and Services Agreement
Kelley Ryan Parking and City of Wilkes-Barre
Exhibit C

OBLIGATIONS OF THE CITY OF WILKES-BARRE

City of Wilkes-Barre will provide the following:

- City of Wilkes-Barre will pay Kelley Ryan Parking two (2) dollars per ticket entered into the Kelley Ryan Parking software system. City of Wilkes-Barre will be invoiced and payment will be made based on the number of tickets entered per month. The rate was set based on the historical ticket rate of twenty thousand (20,000) tickets per year. City of Wilkes-Barre is obligated to enter at least 10,000 tickets or the above rate will be adjusted accordingly, compensation for tickets entered over 10,000 will remain at the above rate.

- City of Wilkes-Barre will reimburse postage for all delinquent letters sent out by Kelley Ryan Parking on behalf of City of Wilkes-Barre.

- City of Wilkes-Barre will pay for the data connection carrier charges for the handhelds (HDD) in the amount of thirty nine (39) dollars per month per handheld unit. There will not be a data charge for the backup unit.

Resolution No._____

Wilkes-Barre, Pa._____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, Section 13-6 of the Code of Ordinances of the City of Wilkes-Barre authorizes the Mayor, with the advice and consent of City Council, to appoint by resolution members of the Board of Health of the City of Wilkes-Barre;

WHEREAS, it is the desire of the City of Wilkes-Barre to reappoint the persons identified below to the Board of Health of the City of Wilkes-Barre;

NOW, THEREFORE, BE IT RESOLVED, that the following persons are hereby reappointed as a members of the Board of Health:

Name	Term Expires
Margaret Lovecchio 160 Hanover Street Wilkes-Barre, PA 18702	January 1, 2021
Thomas Harfman 76 Hanover Street Wilkes-Barre, PA 18702	January 1, 2023

Submitted by _____

ROLL CALL

RESOLUTIONS

NAYS

Resolution No._____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

Authorizing the proper city officials to enter an agreement in the amount of $447,000 with the Pennsylvania Department of Health to provide primary and preventative maternal, infant and child health services.

Submitted by _____

ROLL CALL

YEAS   **RESOLUTIONS**   NAYS

Resolution No._____

Wilkes-Barre, Pa._____

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wilkes-Barre that the proper City officials are hereby authorized to sign any and all necessary documents related to awarding the contract to demolish 121-123 Academy Street (the former Academy Market) to the lowest responsible bidder, A.R. Popple, in the amount of $19,000 for the CDBG Demolition.

BE IT FURTHER RESOLVED that the payment related thereto be made from OECD Budget.

Submitted by _____

ROLL CALL

YEAS   RESOLUTIONS   NAYS

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

WHEREAS, the City of Wilkes-Barre has publicly advertised for bidders to perform part one of the Solomon Creek Project. Work to include wall reconstruction from Waller Street to Franklin Street along Brook Side Street (Solomon Creek) Wilkes-Barre; and

WHEREAS this phase of the project is financed in part by a grant from the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) program under the administration of the Commonwealth of Pennsylvania, Department of Community and Economic Development. Additionally, this project is financed in part by the Commonwealth of Pennsylvania, Commonwealth Financing Authority.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wilkes-Barre that the proper City officials are hereby authorized to sign any and all necessary documents related to awarding the contract to the lowest responsible bidder, for phase One of the Solomon Creek Project.

Submitted by _____

ROLL CALL

YEAS   RESOLUTIONS   NAYS

BE IT RESOLVED by the City Council of the City of Wilkes-Barre:

Authorizing the proper city officials to enter into an agreement with the Pennsylvania Department of Transportation for the installation and upgrade of a Pedestrian Signal at the intersections of South and South Main Street and South Main Street and Northampton Street. See attached documentation.
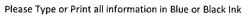
These signals will be installed and upgraded at no cost to the City of Wilkes-Barre.

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Butch Frati   **Title :** Director of Operations

Municipal Name : City of Wilkes-Barre

Municipal Address : Wilkes-Barre City Hall, 40 East Market Street, Wilkes-Barre, PA 18711

Municipal Phone Number : 570-208-4177   **Alternative Phone Number :** 570-208-4117

E-mail Address : bfrati@Wilkes-Barre.pa.us

Municipal Hours of Operation : 8:00 AM to 4:30 PM

B - Application Description

Location (*intersection*) : South Main Street and Northampton Street

Traffic Control Device is : ☐ **NEW** Traffic Signal   ☒ **EXISTING** Traffic Signal   (*Permit Number*) : 40145

Type of Device (*select one*) ☐ Traffic Control Signal (*MUTCD Section 4D, 4E, 4G*)   ☐ Flashing Beacon (*MUTCD Section 4L*)   ☐ School Warning System (*MUTCD Section 7B*)

☒ Other : Pedestrian Pushbuttons

Is Traffic Signal part of a system? : ☒ YES   ☐ NO   **System Number (*if applicable*) :** _____
If YES, provide locations of all signalized intersections in system.

The traffic signal is included in the Main Street System. This system includes thirteen intersections and is bound but the intersections with Ross Street and Courtright Avenue per the Closed Loop Signal Notes on the Traffic Signal Permit Plan.

Explain the proposed improvements :

Installation of two pedestrian pushbuttons at the South Main Street and Northampton Street Intersection.

Associated with Highway Occupancy Permit (HOP)? : ☐ YES   ☒ NO   **If YES, HOP Application # :** _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel   ☐ Municipal Contractor   ☒ Municipal Personnel & Contractor

☐ Other : _____

Maintenance and Operations Contact Name : Leon Methot   **Company/Organization :** Northeast Signal

Phone # : 570-945-3388   **Alternative Phone # :** _____   **E-mail :** lm@nescoinc.com

D - Attachments Listing

☒ Municipal Resolution (*required*)   ☐ Location Map   ☐ Traffic Volumes / Pedestrian Volumes

☐ Letter of Financial Commitment   ☐ Photographs   ☐ Turn Lane Analysis

☒ Traffic Signal Permit   ☐ Straight Line Diagram   ☐ Turn Restriction Studies

☐ Warrant Analysis   ☐ Capacity Analysis   ☐ Other : _____

☐ Crash Analysis   ☐ Traffic Impact Study (TIS)

Application for
Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink

pennsylvania
DEPARTMENT OF TRANSPORTATION

E – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of $500,000 per person, $1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:
- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Attilio Frati

Signed By :

Title of Signatory : Director of Operations

Date : May 5, 2018

Witness or Attest :

Title of Witness or Attester: Director of Community Development

Exhibit "A":
Preventative and Response Maintenance Requirements

pennsylvania
DEPARTMENT OF TRANSPORTATION

County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:
Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:
Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS	**TYPE OF REPAIR PERMITTED**
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency of Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency of Final
Signal heads	Final Only

EQUIPMENT FAILURE	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":

Recordkeeping

pennsylvania
DEPARTMENT OF TRANSPORTATION

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit "C":
Signal Maintenance Organization

pennsylvania
DEPARTMENT OF TRANSPORTATION

County :

Engineering District :

Department Tracking # :

Initial Submission Date :

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements
1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements
1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.
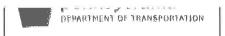
Minimum Position Requirements
1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(*Permit Number*): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (*if applicable*):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

RESOLUTION

BE IT RESOLVED, by authority of the Council of the City of Wilkes-Barre
<p style="text-align:center">(Name of governing body)</p>

of the City of Wilkes-Barre , Luzerne County County, and it
<p style="text-align:center">(Name of MUNICIPALITY)</p>

is hereby resolved by authority of the same, that the Director of Operations
<p style="text-align:center">(designate official title)</p>

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST: City of Wilkes-Barre
<p style="text-align:center">(Name of MUNICIPALITY)</p>

By: _____

_____   _____
(Signature and designation of official title)   (Signature and designation of official title)

I, _____ , _____
(Name)   (Official Title)

of the City of Wilkes-Barre , do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Council of the City of Wilkes-Barre , held the ____ day of _____ , 20 ____ .
(Name of governing body)

DATE: _____ _____
(Signature and designation of official title)